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COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

TOWNSHIP OF BORDENTOWN, Township of

AND

BURLINGTON COUNCIL NO. 16, NJSCA

THIS AGREEMENT, made and entered into effective the 1st day of January, 1981, by and between the TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN, NEW JERSEY, hereinafter referred to as the "Township"; and BURLINGTON COUNCIL NO. 16, New Jersey Civil Service Association, hereinafter referred to as the "Representative";

1. PURPOSE: It is the desire of the parties to promote a harmonious relationship between one another, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning terms and conditions of employment, reached as a result of good faith negotiations.

2. RECOGNITION OF UNIT: The Township hereby recognizes the Representative as the sole, exclusive collective negotiation representative for the following positions: Municipal Court Clerk, Deputy Municipal Court Clerk, Violations Clerk, Police Radio Dispatcher, Senior Police Radio Dispatcher, Building Maintenance Worker, Road Foreman, Equipment Operator, Laborer (Class I and II), Sewage Plant Superintendent, Senior Sewage Plant Operator and Laboratory Technician, Sewage Plant Operator and Sewer Repairer, and Senior Sewage Plant Operator and Sewer Repairer, and Clerk Stenographer II.

All positions not specifically listed are excluded.

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3. NON-DISCRIMINATION: The Township and the Representative agree not to discriminate against any member of Representative on the basis of race, creed, color, national origin, sex, membership, participation in or association with the activities of Representative or non-activity or support of another union or for presenting a grievance, political activity or extent thereof or political status, or age, in accordance with law.

4. GRIEVANCE PROCEDURE:

A. A "grievance" is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

A "day" is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

B. Members of Representative who feel aggrieved shall process this dispute in accordance with the procedure outlined in this Paragraph, but no settlement of a grievance shall contravene the provisions of this Agreement.

C. An aggrieved member of Representative shall verbally present this grievance to one of the following, as the appropriate department head:

1. Members in the Police Department: to Chief of Police.

2. All other members: to Township Administrator.

Such verbal presentation shall be made within five (5) days of the occurrence of the event or action giving rise to the

grievance. The employee and the appropriate department head shall meet in an attempt to adjust the matter. The department head shall have five (5) days after the verbal presentation of the grievance to respond.

D. The aggrieved employee who shall have been dissatisfied with the resolution of the grievance shall reduce his grievance to writing and present it to the Township Administrator within five (5) days thereafter. The Administrator shall meet with the aggrieved member and such other individuals whom the Administrator may determine to be necessary for the purpose of adjusting or resolving the grievance, subject to the provisions of Paragraph 4-F, and shall render a written decision thereon, within five (5) days after receipt of the written grievance.

E. In the event that the aggrieved member is not satisfied with the formal resolution set forth in Paragraph 4-D, he/she may submit his written grievance to the Township Committee within ten (10) days thereafter. The Committee may meet with the aggrieved member and such other individuals whom the Committee may determine to be necessary for the purpose of adjusting or resolving the grievance, subject to the provisions of Paragraph 4-F, and shall render a final written decision thereon, within fifteen (15) days after receipt of the written grievance.

F. The aggrieved member of the Unit shall have the right to appear alone or with a representative of his/her choice.

G. The written grievance shall contain: (1) the nature of the grievance; (2) a statement of the facts upon which the grievance is based; (3) the provisions of the Agreement covering the grievance; and (4) a statement of the relief requested.

H. No grievance shall be entertained or processed unless it is filed within the appropriate time limit. If an answer shall not be provided within the appropriate time limit, it may be immediately appealed to the next step.

I. Where a grievance shall arise over the application of the terms of Paragraph 7 or 12, the grievance shall be commenced with the procedure indicated in Paragraph 4-D.

5. SALARY LEVELS: Effective January 1, 1981, the following salary rate schedule shall prevail:

<u>POSITION</u>	<u>HOURLY RATE</u>	or	<u>ANNUAL RATE</u>
Building Maintenance Worker			\$11,447
Municipal Court Clerk	\$6.24		
Deputy Municipal Court Clerk	5.40		
Violations Clerk	4.28		
Dispatcher	4.22		
Senior Dispatcher (Traub only)	5.02		
Road Foreman	7.54		
Equipment Operator	6.38		
Sewage Plant Superintendent	9.76		
Laborer I (Bishop)	5.52		
Laborer II	5.20		
Laborer II (Monkan)	5.48		
Senior Sewage Plant Operator and Lab Technician	6.86		
Sewage Plant Operator and Sewer Repairer	5.22		
Senior Sewage Plant Operator and Sewer Repairer	5.32		
Clerk Stenographer II	4.28		

Effective January 1, 1982, the following salary rate schedule shall prevail:

<u>POSITION</u>	<u>HOURLY RATE</u>	or	<u>ANNUAL RATE</u>
Building Maintenance Worker			\$12,420
Municipal Court Clerk	\$6.82		
Deputy Municipal Court Clerk	5.90		
Violations Clerk	4.68		
Dispatcher	4.60		
Senior Dispatcher (Traub only)	5.48		
Road Foreman	8.20		
Equipment Operator	6.92		
Sewage Plant Superintendent	10.60		
Laborer I	6.00		
Laborer II	5.66		
Laborer II (Monkan)	5.96		
Senior Sewage Plant Operator and Lab Technician	7.46		
Sewage Plant Operator and Sewer Repairer	5.68		
Senior Sewage Plant Operator and Sewer Repairer	5.78		
Clerk Stenographer II	4.68		

If administratively possible, the Township will commence payment of the 1982 raises with the first salary check in 1982.

For both 1981 and 1982, any new employee hired shall receive a base starting salary as shall be solely determined by the Township, which shall not exceed the hourly rates established herein. The amount of any increased compensation by reason of promotion shall also be so determined.

6. HOLIDAYS: The Township shall designate by resolution twelve (12) holidays each year, applicable to members of Representative. Any additional holidays granted generally to Township employees will be made applicable to members of Representative. If a holiday falls within an

employee's vacation period, the employee shall receive an additional day of vacation. Any member employee, who by reason of being required to work on a holiday because of a rotating shift, shall be compensated on the next succeeding pay day at the rate of one and one-half times the regular rate. Additionally, all members shall receive in a single lump-sum payment to be made between December 1st and December 15th holiday pay, payable at the regular rate. It is further agreed that the Representative shall have the right, on or before December 1 of any year of this Agreement, to submit a list of proposed holidays to the Township and the Township agrees to consider such submission in designating the particular holidays.

7. PERSONAL DAYS: Each member of Representative shall be granted three (3) days personal days with pay for personal leave, provided that sufficient prior notification is given to the appropriate Department head, as established in Paragraph 4-C, so that arrangements can be made to provide coverage for the position in performing the Department's function. Personal days shall not accumulate from year to year.

8. VACATION: Member employees shall be entitled to an annual paid vacation as follows:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>DAYS OF PAID VACATION</u>
Up to 1	One day per month
1 to 5	12
6 to 12	15
13 to 20	20
21 or more	25

Vacation periods shall be coordinated and established by the appropriate department head, as established in Paragraph 4-C. Such vacation entitlement shall not accumulate from

year to year. Employees shall submit their vacation requests by January 31 of a calendar year, or if in January, at least one week in advance.

No department head shall deprive an employee of a weekend as a part of his vacation.

9. SICK LEAVE: Member employees shall be entitled to sick leave annually as follows:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>DAYS OF PAID SICK LEAVE</u>
Up to 1	One day per month
1 or more	15

Members shall be entitled to accumulate sick leave without restriction from year to year.

If an employee is absent for five consecutive working days, or displays a pattern of absences, the Township may require acceptable medical evidence on the form prescribed. The nature of the illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient; in this event the doctor must give a certificate to return to work.

An employee who does not expect to report for work because of personal illness shall notify his/her immediate superior, or some other person in his/her particular employment unit, as shall be established by regulation within the particular department, by telephone or personal message, on or before the beginning hour of work for his/her position.

Each member employee of the Township shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of

pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of service prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00

10. WORKMEN'S COMPENSATION INSURANCE: Pursuant to State Law, the Township shall provide, at its sole expense, workmen's compensation coverage for each member employee.

11. MANAGEMENT RIGHTS: It is recognized that except as specifically limited, abridged or relinquished by the terms of this Agreement, all rights to manage, direct or supervise the operations of the Township are vested solely in the Township.

The Township shall have the right to make such reasonable rules and regulations respecting the on-duty conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such additional rules and regulations to first advise the President of the Representative of the proposed rule or regulations and afford the members of the Representative the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

12. LONGEVITY: A member of Representative who has completed the indicated number of years of continuous full-time employment with the Township shall be entitled to the specified percentage of compensation above his/her base pay, provided said periods of continuous service shall have been completed prior to December 1st in each year. The members of Representative entitled to such payments shall be compensated



by a single lump sum payment between December 1st and December 15th representing the longevity payment:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5	1% of current annual salary
10	2%
15	3%
20	4%
25	5%
30	6%

13. OVERTIME: From the date of execution of this Agreement, any member employee who shall work more than 40 hours during the established 7 day work period or more than 8 hours during the established 24 hour work day shall be compensated for the hours worked over 40 or 8, as the case may be, at one and one-half times his/her normal hourly rate. No consideration shall be given for hours worked during a change to or from Daylight Savings Time. In determining whether more than 40 hours were worked in a 7 day period, days used as Personal Days, Vacation Days, Holdiays or Bereavement Days shall be considered as days worked, provided the employee did actually work on a benefit day for which he or she was not originally scheduled to work.

Employees in the sewer and/or road departments called into work on a regularly scheduled day off shall be guaranteed work for a minimum of four (4) hours.

Members shall be normally assigned to work only 5 days in the 7 day period, except for emergencies.

Overtime shall be distributed equally in-so-far as practical, among the employees who are classified to perform the required work. Authorized overtime is subject to approval of the department head, who will diligently attempt to give employees advance notice on all overtime work.

For the purpose of payroll calculations the work week shall commence at 12:01 A.M. Saturday.

14. MEDICAL INSURANCE: The Township shall continue to provide, at its sole expense, coverage at the existing level for member employees by Blue Cross/Blue Shield Hospitalization and Major Medical health insurance for full family coverage.

15. P.E.R.S.: The Township, in accordance with law, shall make payments to the Public Employees Retirement System and shall maintain life insurance at existing coverage.

16. GENERAL WORK PROVISIONS:

A. WORK SCHEDULES:

The regular starting time of work shifts will not be changed without reasonable notice to the affected employees, and without first having discussed such changes with the department representatives of Council #16.

Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, qualified, willing, able employees so assigned will have their schedule arranged in a manner which will assure, on a rotation basis, that said employees will have an equal share of Saturdays, Sundays and Holidays off, distributed evenly as possible throughout the year.

An employee on weekly stand-by duty will receive four (4) hours pay for each week on stand-by duty.

B. WORK IN HIGHER CLASSIFICATION: An employee who performs work in a higher classification than his/her own, and pursuant to supervisory directive assumes all the responsibilities and duties of said classification for three (3) or more days in a seven (7) day work week, shall be paid for all time worked at the minimum rate of the classification to which he/she has been temporarily assigned should said rate be higher; if the rate is lower, then the employee shall be compensated by a one

step increase, which shall be a five percent (5%) increase, provided that in no event an employee's compensation may be reduced from that normally received.

17. BEREAVEMENT LEAVE: If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend to funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for one (1) day.

The phrase "members of an employee's immediate family" shall mean husband, wife, child, mother, father, sister or brother.

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, or cousin.

18. SHIFT DIFFERENTIAL: A differential in pay will be accorded to employees assigned to the following shifts:

4 p.m. to 12 midnight	-	\$.17 per hour
12 midnight to 8 a.m.	-	\$.27 per hour

No shift differential shall be payable to those working less than four hours of a shift.

19. SENIORITY: Seniority is defined to mean the accumulated length of continuous service with the Township computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bonafide illness or injury certified by a physician not in excess of six (6) months.

Except where statutes otherwise provide, vacation schedules shall be arranged to afford the employee with the greatest seniority the preference.

20. CLOTHING: The Township shall provide safety glass coverings and safety hats for members of the unit as required by O.S.H.A. The Township shall also annually provide to said employees the sum of \$40.00, to be used to purchase steel-toed safety shoes. All of the above equipment shall be worn by the members of the sewerage and road departments while on duty and shall not be worn off-duty, except when allowed by Township Administrator, in the case of physical infirmity or other unusual circumstances. Upon purchase of the shoes, the employee shall produce his receipt and the Township shall be entitled to a refund of any unused portion. If any such employee shall fail to wear said special clothing while on the job or shall wear the clothing off the job, upon the first violation, he shall receive a written reprimand with a copy to the President of the Representative; on the second violation, he shall lose one day's pay; and on the third and subsequent violations, he shall be disciplined as deemed appropriate by the Township.

The Township shall reimburse a member of the Association for the cost of prescriptive eyeglasses lost or damaged in the performance of duty, provided it shall not exceed \$50.00, upon presentation of a bill for such article. The member shall contact immediately the appropriate department head of the occurrence of loss or damage either during or immediately following the duty shift assignment to be eligible for such reimbursement.

Mileage allowances for Court Clerks shall be \$.18 per mile beginning with mileage vouchers submitted after June 30, 1981.

21. APPLICATION OF BENEFITS: Any employee benefits arising under this Agreement shall be prorated to that portion of a year an employee actually works and is employed. The

employee benefits are applicable to full-time, permanent employees and it shall be within the discretion of the Township to allow benefits to be given to provisional employees.

22. TEMPORARY DISABILITY BENEFITS: Commencing with the 1982 contract year, the Township will provide Temporary Disability benefits.

23. RIGHTS AND PRIVILEGES OF THE ASSOCIATION: The Association may have use once a month of a meeting room in the Township Buildings when appropriately scheduled through the Township Administrator. No employee shall be disciplined by the Township without being afforded the right of representation by a Council #16 Representative.

Representatives of the Association shall be permitted a reasonable amount of time to transact joint Union and Management business on the premises as long as it does not interfere with the assigned duties.

The Township will deduct dues from those unit members who execute a written authorization for the Township to do so, until said authorization is withdrawn in writing. The Association shall indemnify and save harmless the Township from any claims arising from the deduction of dues. All dues collected shall be turned over to the Association by the Township in a reasonable length of time.

24. PAST PRACTICES: This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

25. EMPLOYEE ADVANCEMENT: In the event that an employee shows special skills and his/her work record and performance are above average, the Township Administrator, in his sole discretion, may recommend to the Township Committee that the

employee be advanced prematurely within his/her classification. The Township Committee may accept or reject this recommendation in its sole discretion. The Association will be notified in writing of any action taken under this paragraph.

26. TERM OF AGREEMENT: This Agreement shall take effect on January 1, 1981, and shall continue in force to and including December 31, 1982. Additionally, this Agreement shall continue in full force and effect thereafter from year to year unless either party notifies the other in writing at least one hundred and fifty (150) days prior to the budget submission date, as established by the Public Employment Relations Commission, of its election to terminate or modify this Agreement.

27. FULL UNDERSTANDING: This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this agreement, be governed by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the days and year above first written.

ATTEST:

Emelya Christensen  
CLERK

ATTEST:

Joanne M. Kardac

TOWNSHIP OF BORDENTOWN

BY: Richard E. Foster  
MAYOR

BURLINGTON COUNCIL (NO. 16

BY: Richard E. Foster  
PRESIDENT, COUNTY UNIT

BY: Doris A. Frank  
PRESIDENT, LOCAL UNIT